

July 2, 2007

**ADDENDUM NO. 1
FOR
HAPPY HOLLOW PARK & ZOO - ZOO & ATTRACTIONS PACKAGE**

Notice is hereby given that the following revisions, additions, and/or deletions are hereby made a part of and incorporated into the plans and specifications for the Happy Hollow Park & Zoo - Zoo and Attractions Package.

NOTICE TO CONTRACTORS

1. **PRE-BID MEETING**

ADD: If you wish to walk the site after the June 13, 2007 Pre-Bid Meeting, please contact Peggy Rudd, Family Parks Manager, at (408) 277-3643.

PROJECT SPECIFICATIONS -VOLUME 1

1. **TABLE OF CONTENTS**

DIVISION 1 - GENERAL REQUIREMENTS

DELETE: 01100 Summary - Pedestrian Bridge

2. **SPECIAL PROVISIONS**

REPLACE: ATTACHMENT 5 dated 12/15/06 with ATTACHMENT 5 dated 3/15/07 (see attachment 1)

3. **SECTION 02225 - DEMOLITION**

ITEM 3.04 SELECTIVE DEMOLITION FOR ALTERATIONS

Under item D:

ADD: Item No. 2: CITY wishes to remove items from the site for the non-profit Happy Hollow Corporation as part of their fund raising efforts. CITY will remove from the site those items that have sold, any items remaining at the start of construction shall be removed by the CONTRACTOR. The following items listed for sale are:

<u>Quantity</u>	<u>Description</u>
1	Frontier Village Picture Wall
7	Character Light Poles
1	Hippo Drinking Fountain
5	Old 99 Train Cars
1	Octopus Play Apparatus
1	King Neptune's Carousel Ride (complete) or Portions of King Neptune's Carousel:

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	20 - King Neptune's Carousel Characters
	2 - King Neptune's Benches
	5 - Horses (old King Neptune Carousel)
1	Tree House w/Slide
1	Dragon Telephone Booth
14	Viking Ship Emblems
22	Miscellaneous Signs
8	Remote Controlled Boats & Controls
1	Remote Controlled Boat Island
1	Shoe House Slide
1	Classic Carousel (complete) or
	Portions of the Classic Carousel:
	18 - Carousel Horses
	2 Carousel Benches
	3 Carousel Fish, Seahorse & Snail
1	Fire Truck
9	Viking Ship Tiki Fountain Head
14	Decorative Entrance Light Poles
1	Tin Man
2	Bug Playground Equipment
3	Climbing/Crawling Apparatus
2	Barrel horse Playground Equipment
1	Snail Climber
14	Seated Spring Rocking Horses
1	Spinning Apparatus
1	Spring Alligator Rocker
1	Spring Motorcycle Rocker
2	Spring Dinosaurs Rocker
3	Barn Slides
8	Mirrors in Mirror House
1	Whistle Stop Trains and Accessories
5	Garbage Cans Character Heads
1	Frog Water Fountain
1	Metal Cougar

4. SECTION 02810 - IRRIGATION

ADD: Sheets 8 and 9 (see attachment 2)

To: All Plan Holders for the Happy Hollow Park & Zoo - Zoo and Attractions Package

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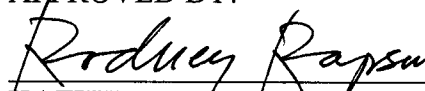
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INSTRUCTIONS

The bidder must sign this addendum in the space provided below and return one signed copy with the bid. Failure to return the signed copy with bid documents shall not relieve the bidder of the obligation to include this addendum to the bid proposal.

APPROVED BY:



 KATHERINE JENSEN

Division Manager

City Facilities Architectural Services Division

Department of Public Works

Bidder's Name _____

Signature and Title of Bidder

Date

KJ:bb:an

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ATTACHMENT 5

CONTRACT PROVISIONS FOR PREVAILING WAGES

PREVAILING WAGES

Attention is called to the fact that State of California Prevailing Wage Rate requirements apply to this project. Copies of the General Prevailing Wage Determinations made by the California Director of Industrial Relations are available at the Office of Equality Assurance, 200 East Santa Clara Street, 5th Floor, City Hall Wing, San Jose, CA 95113-1905 and the Office of the City Clerk, 200 East Santa Clara Street, 2nd Floor, City Hall Wing, San Jose, CA 95113-1905. The General Prevailing Wage Determination is also available via the Internet at www.dir.ca.gov/DLSR/PWD. All questions regarding prevailing wage requirements are to be directed to the Office of Equality Assurance at 408-535-8430.

In the performance of this Agreement:

Standards of Responsibility: Prevailing Wages (Municipal Code 4.10.200)

The city requires in all of its procurement procedures that all persons who submit bids, proposals or offers to enter into a contract with the city to do so truthfully and in good faith, and shall not attempt to mislead the city with respect to the following including, but not limited to, records regarding the nature or quality of the work performed under the contract, payroll records, classification of employees on payroll records, and payment of prevailing wages where called for by the contract.

Please note the following classifications are not allowed on City of San Jose public works construction contracts:

Landscape Maintenance Laborer

Slurry Seal Worker

Traffic Controlperson

Carpet, Linoleum:

Floor Covering Handler Less Than 3 Years

Floor Covering Handler Trainee, First 3 Months

Floor Covering Handler Trainee, Second 3 Months

Electrician:

Material Handler, Second Six Months

Material Handler, First Six Months

Plumber:

Underground Utility Tradesman

Landscape Tradesman I
Landscape Tradesman II
Refrigeration Tradesman (Year 2)
Refrigeration Tradesman (Year 3)
Refrigeration Tradesman (Year 4)
Refrigeration Tradesman (Year 5)
Sheet Metal Worker (HVAC)
Service Technician in Training, First 6 Months
Service Technician, Second 6 Months
Service Technician, Third 6 Months
Service Technician, Fourth 6 Months
Air Conditioning Specialist in Training, First 6 Months
Air Conditioning Specialist in Training, Second 6 Months
Air Conditioning Specialist in Training, Third 6 Months
Air Conditioning Specialist in Training, Fourth 6 Months

Remedies For Contractor's Breach Of Prevailing Wage/Living Wage Provisions

- A. General: Contractor acknowledges it has read and understands that, pursuant to the terms and conditions of this Contract, it is required to pay workers either a prevailing or wage ("Wage Provision") and to submit certain documentation to the City establishing its compliance with such requirement ("Document Provision"). Contractor further acknowledges the City has determined that the Wage Provision promotes each of the following (collectively "Goals"):
1. It protects City job opportunities and stimulates the City's economy by reducing the incentive to recruit and pay a substandard wage to labor from distant, cheap-labor areas.
 2. It benefits the public through the superior efficiency of well-paid employees, whereas the payment of inadequate tends to negatively affect the quality of services to the City by fostering high turnover and instability in the workplace.
 3. Paying workers a wage that enables them not to live in poverty is beneficial to the health and welfare of all citizens of San Jose. It increases the ability of such workers to attain sustenance, decreases the amount of poverty, and reduces the amount of taxpayer funded social services in San Jose.
 4. It increases competition by promoting a more level a more level playing field among contractors with regard to the wages paid to workers.
- B. Withholding of Payment: Contractor agrees that the Documentation Provision is critical to the City's ability to monitor Contractor's compliance with the Wage Provision and to ultimately achieve the Goals. Contractor further agrees its breach of the Documentation Provision results in the need for additional enforcement action to verify compliance with the Prevailing Wage Provision.

In light of the critical importance of the Documentation Provision, the City and Contractor agree that Contractor's compliance with this Provision, as well as the Wage Provision, is an express condition of the City's obligation to make each payment due the Contractor

pursuant to this Contract. The City is not obligated to make payment due the contractor until contractor has performed all of its obligations under these provisions.

Any payment by the City, despite Contractor's failure to fully perform its obligations under these provisions, shall not be deemed to be a waiver of any other term or condition contained in this contract or a waiver of the right to withhold payment for any subsequent breach of the Wage Provision or the Documentation Provision.

- C. Liquidated Damages For Breach Of Wage Provision: Contractor agrees its breach of the Wage Provision would cause the City damage by undermining the Goals, and the City's damage would not be remedied by contractor's payment of restitution to the workers who were paid a substandard wage. Contractor further agrees that such damage would increase the greater number of employees not paid the applicable prevailing wage and the longer the amount of time over which such wages were not paid.

The City and Contractor mutually agree that making a precise determination of the amount of City's damages as a result of Contractor's breach of the Wage Provision would be impracticable and/or extremely difficult. Therefore, the parties agree that, in the event of such a breach, Contractor shall pay to the City as liquidated damages the sum of three (3) times the difference between the actual amount of wages paid and the amount of wages that should have been paid.

- D. Audit Rights: All Records or documents required to be kept pursuant to this contract to verify compliance with the Wage Provision shall be made available at no cost to the City, at any time during regular business hours, upon written request by the City Attorney, City Auditor, City Manager, or a designated representative of any of these officers. Copies of such records or documents shall be provided to the City for audit at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records or documents shall be available at Contractor's address indicated for receipt of notices in this contract.

- c) Pre-maintenance observation
- d) Final observation

- 2. Contractor shall provide all equipment and personnel required to conduct tests.
- 3. Provide up-to-date Project Record Drawings at each review.
- 4. City.s Representative is called out for review prior to the system being ready as specified, the contractor shall be back-charged for the full cost of the review.

B. SBW R Inspection:

- 1. Notify SBW R inspector a minimum of at least 24 hours before work begins. SBW R inspector must inspect and/or verify:
 - a) Presence of proper backflow prevention at all potable points of connection.
 - b) New underground piping (labeling clearances, burial depth, sleeving).
 - c) Installation of signs, tags, and controller decals.
 - d) Required temporary connection to potable water service. The site.s irrigation system must be connected to a temporary source of potable water in order to conduct required cross-connection test.
 - e) Site passed required cross-connection test performed by a Certified AW W A Cross-connection Specialist.
 - f) Prior to receiving recycled water, SBW R inspector must inspect the disconnection of the site.s irrigation system from the temporary potable water supply, and then inspect the connection of the system to the existing recycled water system.

C. Pressure Tests:

- 1. Do not install remote control valves, quick couplers, or any other valve assembly until testing of pressure main lines has been accepted by the City.s Representative.
- 2. Testing shall occur with trenches open. Small amounts of backfill between fittings shall be allowed to prevent pipe displacement. All fittings shall be visible prior to testing.
- 3. Test all pressure supply lines under hydrostatic pressure of 125 p.s.i. minimum. Pipe shall hold pressure for a period of six (6) consecutive hours with no more than five (5) p.s.i. loss in order to pass test.
- 4. Lateral lines shall be tested under full line pressure for a period of one (1) hour prior to backfilling. Cap all heads and center load pipe between fittings prior to testing.
- 5. Correct all deficiencies revealed by tests to the satisfaction of the City.s Representative.

D. System Flushing:

- 1. After sprinkler pipe lines and risers are in place and connected, and prior to installation of automatic valves, quick couplers, and sprinkler nozzles, thoroughly flush all lines with water to completely clean lines of debris.
- 2. Install sprinkler nozzles only after lines have been flushed to the satisfaction of the City.s Representative.

E. Coverage Tests:

- 1. Perform coverage tests after all systems are completed and operational, after finish grading (Refer to Section 02900 - Landscaping) has been completed, but prior to any planting, in the presence of the City.s Representative.
- 2. Correct all deficiencies to the satisfaction of the City.s Representative prior to planting.

3. No overspray of runoff of recycled water is allowed on any non-approved use area. Ponding of recycled water due to irrigation is not allowed in any area. Upon receiving recycled water, the on-site recycled water irrigation system must pass a coverage test performed by SBW R inspector.

3.07 BACKFILLING

- A. General:
 1. Backfill only after specified tests have been performed and accepted.
 2. Clean trenches of all debris and deleterious material before backfilling.
 3. Backfill, as shown in Drawings, with native material granular in nature and free from deleterious material. Install pipe detection tape over entire run of mainline as shown in Drawings.
 4. Compact trenching to 95% relative density under pavement and 85% relative density within planting areas.
 5. Dress off trench surfaces flush with finish grade.

3.08 ADJUSTING

- A. Adjust and balance system to eliminate over spray and fogging/misting and as directed by City.s Representative.

3.09 DEMONSTRATION

- A. Instruct City.s personnel in complete and proper operation of system prior to final acceptance.

3.10 FINAL REVIEW

- A. Provide City.s Representative with all Record Drawing submittals, turn-over materials, salvaged items and warranty requirements prior to Final Review.

END SECTION 02810